Pass

Don. (1950) Dept

Go.O.Ms.No. 4044

Dated 5.10.1950

42

FOR MYSORE STATE

Mines - M.L. - Iron ore - (Bellary) - Hosapet-Tk.
Karigennur village - Vaddu Nagappa -
Sanctioned

Bellary.
Dated 21-2-50.

The Secretory to Government,
Development Department,
M A D R A S.

Sir,

As the prospecting licence which was granted to me as been canceled as per the new rules I submit herewith my application for mining lease as per the Rule 27 of the Indian Mineral Concession rules 1949.

I applied for the prospecting licence for the area in Kariganur Village of S.Nos. 188-B,189,190 & 191 covering an extent of 40.38 acres in Hospet taluk Bellary District and was granted the same on dated 8-12-49 and its number is 2885. But it has been canceled as per the new rules in your reference L.Dis.L. 407/50 D/2-2-50.

I have remmited an amount of Rs.100/- towards the fee for prospecting licence in Chalan No.187 Dated 29-6-49 at Bellary Sub-Treasury towards security deposit. The fee for mining lease is Rs.200/- and I have already submitted Rs.100/- in chalan No.187 and I have to remmit rupees hundred more for the lease fee. I have remmited rupees hundred for the prospecting licence for the Bedagal area which may be cancelled and whose amount may be inclueded for the fee for lease for Kariganur Village. The sum total of these works out to Rs.200/- which may be treated as fees towards the mining lease application now submitted. The other chalan No. is 1377/49. dated 16-5-49. This chalan Number and amount is for Bedagal area

This satisfies Rule 28 of the Indian Mineral Cincession rules of 1949, I have also this day credited Rs.500/- towards deposit for prilimminary expences as required by Rule 29 of the said rules. The chalan is herewith enclosed.

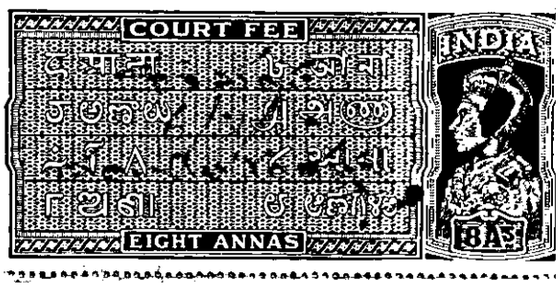
I hold a certificate of approval for the year 1949 which was granted in Boards L.Dis.L. No. 42/49 of 24-1-49 and L.Dis.L 2748/49 Dated 4-6-49. The application for renewal of certificate for the year 1950 has been submitted to Government separately after crediting the requisite amount of Rs.50/- as required by the Rule 10 of the said rules.

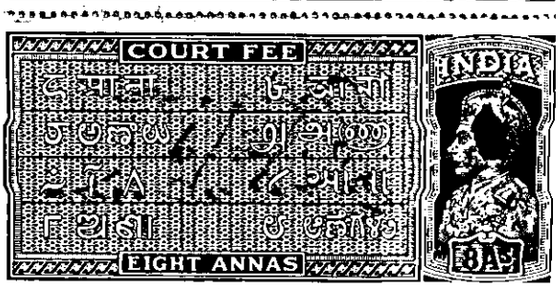
I therefore request that the lease may be granted at a very early date.

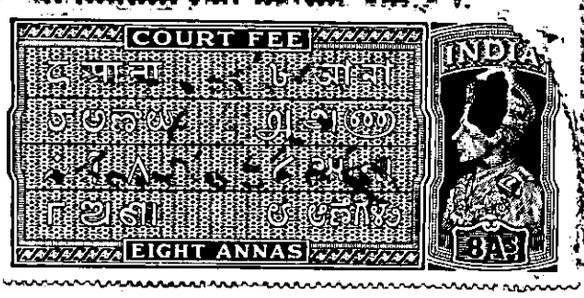
Yours faithfully.
V. Nagappa

Enc:
One application for mining lease
One Ghalan No. 1125 D/21.2.50. for rupees five hundreds.
One sketch of the area applied for

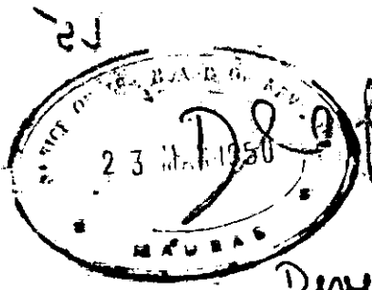
From:
Vadde Nagappa
Mine Owner & Contractor
Vadderbanda,
Bellary,







44



D8 Off II

Development Department

Endorsement No. 17387 J/50-1 dated 22.3.50

Forwarded to the Board of Revenue for remarks.

Assistant Secretary to Government

20.3.50 / 20.3.50

To

The Board of Revenue
(with ends)

O.M.

The application has been entered in the Register of Mining leases

20.3.50 / 20.3.50

To,
The Secretory to Government,
(Development Department)
M A D R A S.

24/3

OFFICE OF THE COLLECTOR
23 MAR 1950
1992
MADRAS

LS

Sir,

APPLICATION FOR MINING LEASE - UNDER RULE 27 OF THE INDIAN MINERAL CONCESSION RULES 1949.

(a)	(1) If the applicant is individual his name, nationality, profession and residence.	Vadde Nagappa, Mine Owner & Contractor Vadderbanda, BELLARY.
	(2) If the applicant is a company, syndicate, partnership or Private firm, its nature and place of business, or place of registration or incorporation.	Not a company.
(b)	The number and the notification of the grant or renewal certificate of approval of the applicant.	No.IV Part II Ist Feb.1949 Page No.97. Application for the renewal of the certificate of approval for the year 1950 has been sent separately.
(c)	A description illustrated by a map or plan showing as accurately as possible the situation, boundaries and the area of the land in respect of which the lease is required.	S.Nos 188-B 189, 190 & 191 of Kariganur Village in Hospet taluk Bellary Dt. covering an extent of 40.38 acres. Herewith enclosed the sketches of the area for which the lease is required.
(d)	The mineral or the minerals which the applicant intends to mine.	IRON ORE.
	The area and minerals in this jurisdiction of the Provincial Govt. for which the applicant or any person joint in interest with him already holds the mining lease.	No
f)	If the applicant holds a prospecting licence for the area applied for, the number and date of such licence.	The prospecting licence has been granted for the above area on 8-12-49 and its No. 2885. But it has been canceled as per the new rules, in your Boards ref L.Dis.L.407/50 dated 2-2-50.
g)	The period for which the lease is required.	Twenty Years. 12
(h)	The industry if any, if the applicant proposses to develop and the location of such industry.	After the grant of the lease the ore i.e. that is extracted is transported to buyers on contract.

Bellary.
D/21-2-50

Applicant.
V. Nagappa

Provincial
Central

SUB TREASURY
137

ORIGINAL

Charge for payment of middy 1949 the Huzur Treasury / Sub-Treasury at BELLARY

No.

By whom paid and name and address of the person on whose behalf the money is paid	On what account, with authority if any and head of account.*	Amount Rs.	a.	p.	No. of day allowed for delivery	Remarks
V. Nagappa Mine owner Vadra banda Bellary.	Prospecting lisence for Iron ore in Belagallu village S.No. 91 and 92.	100	-	-	VII	
Date 16-5-1949	Total (in words and figures) —	100	-	-		

Signature of Remitter. V. Nagappa

Received Rupees One hundred only

Huzur Treasury
Sub-Treasury
The 16 1949.

Entered. Land Revenue

Signature of Treasurer. T. T.

Signature of English Head Accountant.

Signature of Treasury Officer.

Shroff

Taluk Head Accountant. 16/5/49

* Head of account should be filled in by the Departmental Officer or Treasury.

6

[illegible]

[illegible]

(Reverse)

(వెనుకవైపు)

* The receipt is not valid or binding on the Government unless—

I. In the case of payments in Huzur Treasuries it is signed (1) by the Huzur Treasurer and (2) by the English Head Accountant when the amount is under Rs. 500 and also (3) by the Treasury Deputy Collector when the amount is Rs. 500 or more.

II. And in the case of payment in sub-treasuries, (1) by the Shroff and (2) by the Taluk Head Accountant or Taluk Sarishtadar."

III. Receipts for cash or cheques paid for service stamps should be given in M.T.C. Form 5-A (T. & A. 85).

"I. హుజూరు ట్రెజరీలలో చేసిన చెల్లింపుల విషయములో ఇంగ్లీషు హెడ్ అకౌంటెంటును మరియు (3) ట్రెజరీ డిప్యూటీ కలెక్టరుచేతను,

II. సబ్-ట్రెజరీలలో చేయబడిన చెల్లింపుల విషయములో (1) షరాపుచేతను, (2) తాలూకా హెడ్ అకౌంటెంటు లేదా తాలూకా శిరస్తాదారుచేతను దానిలో ధృవీకరించినచేతను

ఈ రసీదు చెల్లుతగినదిగా లేదా గవర్నమెంటును బద్ధులగునట్లు చేయునదిగా ఉండదు."

III. సర్వీసు స్టాంపులకుగాను చెల్లించిన రొక్కమునకైన లేదా చెక్కులకైన రసీదులు M.T.C. 5-A (T. & A. 85) ప్రకారంగా ఇవ్వవలెను.

SUB-TREASURY JUN 1949 ORIGINAL

Chalan for payment of money into Sub Treasury Bellary.

Address.	Purpose	Amount Rs	As	Ps.	
V. Nagappa Mine owner Vadrigranda Bellary	Being Licence for [illegible] S.No. [illegible] 188, 189, 190 & 191 of Mg Kariganur Village, Hospet Taluk, Bellary Dt.	100			VII L.A Miscellaneous
DATE 29.6.49	TOTAL	100			

Sign. of Remitter V. Nagappa

Received Rupees. (100-00) one hundred only

Sign. of Treasurer

29.6.49

Head Accountant

29/6/49

ORIGINAL.

CHALAN FOR PAYMENT OF MONEY INTO THE SUB- TREASURY AT BELLARY.

Number 1125

21 FEB 1950 BELLARY

By whom paid and name and address of the person.	On what account.	Amount	Monthly Consecutive Number.
Vadde Nagappa Mine Owner Vaderbanda Bellary.	Fees for the lease for Kariganur Vg. of S.No. 188-B 189 190 & 191 extent of 40.38 acres of Hospet taluk Bellary Dt.	Rs. 500/-	L.R. VII Miscilleneous.

Bellary.
D/-20-2-50.

V. Nagappa

Signature of the remmiter.

Rs 500/-

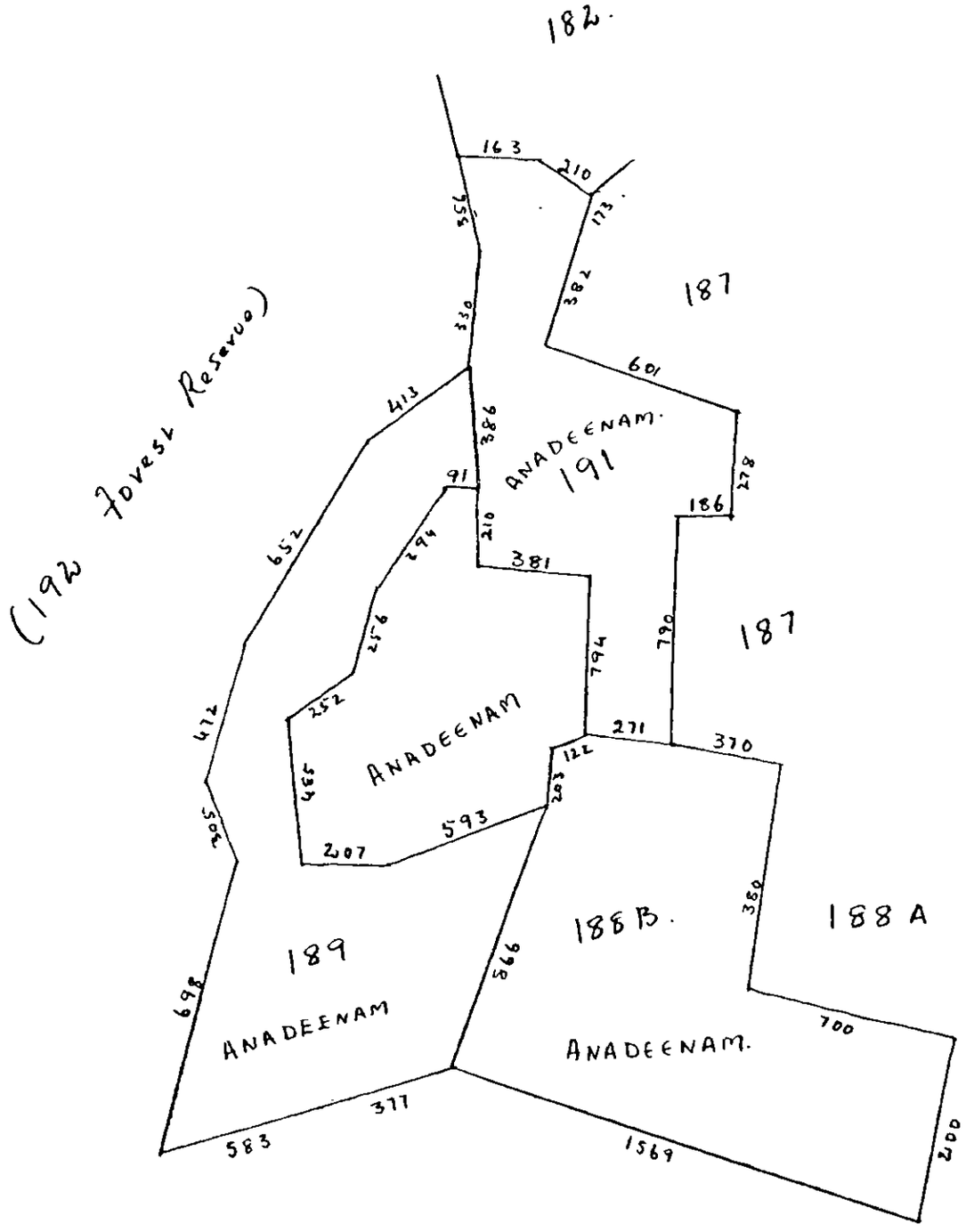
21/2/50

DISTRICT BELLARY. No. 72.

TALUK. HOSPET. KARIGANUR VILLAGE.

Combined Sketches of S. Nos.
188 B. 189. 190 & 191.

3



AREA

S. Nos	Acres	Cents.
188 B	14	16
189	11	48
190	7	50
191	7	24
Total area	40	38

V. Nagappa
21.2.50.

Revenue Department

Subject.

MINING - Mining Lease - Iron ore (Bellary) Hospet Taluk - Kariganur village - S.N s. 188 B, 189, 190 and 191 - Extent : 40-38 acres - application of Sri Vadde Nagappa - Submitted.

****

Reference No.L.1992/50-5

Station: Madras. Dated 15th June, 1950.

From

Sri N.C.Thomas, B.A., Joint Secretary, Board of Revenue.

***

Sri V.N. Kudva, I.C.S., Commissioner of Commercial Taxes.

***

Read:- Government Endorsement No. 17387 J/50-1 (Development) dated 22-3-50.
From the Collector of Bellary No.Rc. 5163/50-A1 d.10.4.50
From the Collector of Bellary Rc.No.5163/50-A 1 d.15.5.50.
From the Collector of Bellary No.C. 5163/50-A 1 d.6.6.50.

****

Reference:

Submitted to the Government.

2. In the circumstances reported by the Collector, the Board recommends that Sri Vadde Nagappa may be granted a mining lease for iron ore for a period of twenty years (20) over an extent of 40-38 acres in S.Nos. 188, B, 189, 190 and 191 of Kariganur village, Hospet Taluk.

3. The Board also recommends that a draft of the special conditions on items mentioned in sub rule (2) of Rule 41 of the Mineral Concession Rules 1949 as proposed by the Collector in his letters dated 15.5.50 and 6.6.50 cited above may be included in the order granting the lease, if the Government decide to grant it.

For Joint Secretary.

To the Secretary to Government,
Development Department, Madras with a draft of the special conditions enclosures to be returned.

yrm. 15/6/

Copy of the Bellary Collector's Rc.No. 5163/50-A1 dated 10-4-50 to the Secretary to the Board of Revenue, Madras.

Sub: Mines - Mining - M.L.Iron ore (Bellary). Hospet taluk Kariganur village-S.Nos. 188.B.189 and 190 and 191 extent 40-38 acres-lease for 20 years - grant - requested - application of Sri Vedda Nagappa.

Ref: Board's Ref.L. 1992/50-1 dated 29.3.50.

...

In their memo. No. 225 dated 6.10.49 (Development Department) communicated with Board's L.Dis.L. 1966/49 dated 17.10.49, the Government accorded sanction for the grant of a prospecting licence for iron ore to Sri Vadde Nagappa of Bellary for a period of one year over an extent of 40.38 acres in S.Nos.188.B, 189, 190 and 191 of Kariganur village in Hospet taluk. The licence was executed on 8.12.49. It was subsequently cancelled in accordance with the instructions contained in Board's L.Dis. L.407/50 dated 2.2.50 and the licensee was asked to apply afresh under the Mineral concession Rules, 1949. He has now submitted an application for lease for 20 years under Rule 27 of the said Rules. He has already credited Rs.100/- in chalan No. 187 dated 29.6.49 of Bellary sub Treasury towards security deposit for the grant of prospecting licence for the above area and Rs.100/- towards security deposit for the grant of prospecting licence for the area covered by S.Nos. 91 and 92 of Belagal village in Bellary Taluk. The applicant wants that these amounts may be treated as fees for the lease now applied for by him. This amount of Rs.200/- may be taken as fees under rule 28 of the Mineral Concession Rules, 1949. He has also credited Rs.500/- in chalan No.1125 dated 21.2.50 of Bellary Sub Treasury towards preliminary expenses as required by rule 29 of the said Rules. The application is in order. The applicant held a certificate of approval for the year 1949 and his application for renewal for the year 1950 is pending with Government (please see Board's L.Dis.L.963/50 dated 7.3.50). I recommend that the lease may be granted for a period of 20 years to mine iron ore on an extent of 40-38 acres covered by S.Nos. 188B, 189, 190 and 191 in Kariganur village of Hospet taluk.

(2) The enclosures received with Board's reference cited above are submitted.

(3) The particulars required under Rule 33 of the Mineral Concession Rule 1949 for filling up the Mining Register have been already incorporated in the Government Office.

/true copy/

Copy of the Bellary Collector's Rc.No. C.5163/50-A1 dated 6.6.60 to the Secretary to Board of Revenue, Madras.

Sub: Mining-M.L.Iron ore (Bellary) Hospet Taluk - Kariganur village S.Nos. 188-B, 189, 190 and 191 - Ext.40-38 acres-lease for 20 years - Application of Sri Vadde Nagappa-report-submitted.

Ref: Board's Ref. No.L.1992/50-3 dated 27.5.50.

The payment of Half yearly dead rent and ~~xx~~ royalty was stipulated in the special conditions proposed on 15.5.1950 to syncronise with the D.C.B for mining leases which is a half yearly return. If the rents and royalties are to be paid once in a year the purpose of the half yearly return will be defeated.

As regards the mode, place of payment and time limit the special condition No .1. may be amended meeting the above as follows.

1. That the lessee shall pay half yearly dead rent and royalty due to Government in any of the Government Treasuries to the head "VII.L.R. Misc." within one month after the close of the half year ending December, and June.

/2/

2. The applicant does not hold any mining leases in the province.

3. Ch. Nos. 1377/16-5-1949 and 187/29-6-49 of the Bellary Sub-Treasury for Rs. 100/- each are submitted herewith.

/true copy/

Draft of conditions under sub rule (2) of Rule 41 of the Mineral Concession Rules, 1949

that

(1) the lessee shall pay halfyearly dead rent and royalty due to Government:

(2) the lessee shall pay an amount equal to the annual dead rent or royalty, as compensation for damage to the land covered by the lease;

(3) the lessee should not fell trees, if any, without the previous permission of the Collector, and if it is found that he has felled any trees without such permission he shall pay the value of the trees together with a compounding fee subject to maximum of 10 times the value of the trees.

(4) the lessee shall not operate on the surface of any area prohibited by any authority such as laying out roads, erecting buildings, machinery etc., without the previous permission of such authority or the provincial Government.

(5) the lessee shall not use land for surface occupation without giving proper notice to the Collector.

(6) the lessee shall provide full equipment of weighing machines of modern type or prescribed by the Collector, for weighing the minerals collected by him..

(7) the lessee shall not cause any damage to the forests and if he causes any damage the lessee shall be liable to make good the loss of assessed by the Officer of the forest department and also be liable for prosecution.

(8) the lessee shall take such precautions as are necessary to secure pits and shafts by putting up wire fencing or such other protection to the satisfaction of the Collector to prevent accidents.

(9) On the occurance of any accident, the lessee shall report such accident immediately to the police, The Factory Inspector and the Labour Commissioner

10) the lessee shall execute an indeminity bond to Government agreeing to pay claims of third persons.

(11) the lessee shall deliver the possession of lands and mines on the expiration or the termination of the lease to Government and the Government shall have the right of forfeiting the property left over after such termination or de-termination of the lease, and

(12) In the event of war or other emergency Government shall have power to take possession of plant, machinery, premises and mines.

/true copy/

yrm. 15/6/

For Joint Secretary.

95
20/6

T.M.

Devt (J) 17

No 11387 J/80

From:

The Asst Secy. to Govt
Devt Dept

To:

The Jt. Secy,
Bd of Rv

wire
17/6

Sub: Mines - Mining lease - Iron ore - (Ballary) - Hospet Taluk - Kariganur village - Application of Sri V. Nagappa

Ref: Bd's Ref No. 1992/80-5 dated 15.6.80

The application of Sri V. Nagappa for the grant of a mining lease for iron forwarded to Bd of Rv. for remarks with the Govt. Endt No 17387 J/80-1 dated 22.3.80 has not been received returned

95/2016. T.M. Dept (J) 17

No 17387 J/80 From: To:

The Asst Secy. to Govt The Jt. Secy,
Dept. Dept Bd of Rv

Sub: Mines - Mining lease - Iron ore - (Ordinary) - Hospet Taluk - Kariganur village - Application of Sri V. Nagappa.

Ref: Bd's Ref No. 1992/50-5 dated 15.6.95

The application of Sri V. Nagappa for the grant of a mining lease for iron forwarded to Bd. of Rv. for remarks with the Govt. Endt No 17387 J/50-1 dated 22.3.95 has not been received returned.

47

with the Bd's reference cited. Please
should urgently the applin. together
with that record of enquiries at
7.6.50 copy of letter no. 5763/50 A.1, d. 15.5.50
from the Collector of Bellary
may also be furnished as it has
not been copied in the Bd's reference
cited

P.C. dtgd
R. d. 7.6.50

Q. 6.10

BPP
17/6/50

17387/50 57957

REVENUE DEPARTMENT.

Subject:

MINES - Mining - Mining Lease - Iron ore - (Bellary) - Hospet taluk - Kariganur village - S.Nos.188 B, 189, 190 and 191 - Extent 40.38 acres - Application of Sri Vadde Nagappa - Enclosure Submitted.

--

Station: Madras. Ref.L.1992/50-6. Dated 27-6-'50.

FIRST ASST. SECRETARY TO GOVERNMENT
29 JUN 1950
DEVELOPMENT DEPARTMENT

From

Sri N.C.Thomas, B.A., Joint Secretary, Board of Revenue
Sri V.N.Kudva, I.C.S., Commissioner of Commercial Taxes.

--

Read:- Government Endt. No.17387 J/50-1, dated 22-3-50
From the Collector of Bellary No.Rc.5163/50-A1, dt.10-4-50
From the Collector of Bellary No.Rc.5163/50-A1, dt.15-5-50
From the Collector of Bellary No.Rc.5163/50-A1, dt.6-6-50
Board's Ref.L.1992/50-5, dated 15-6-'50.
Post Copy of Telephonic Message from the Government, Development Department, dated 20-6-'50.

--

Reference:-

The application of Sri V. Nagappa for the grant of a mining lease for iron ore with the Government Endt.No.17387/J/50-1 Development dated 22-3-'50 and a copy of the Collector's letter No.5163/50-A1, dated 15-5-'50 are submitted to the Government. Records of enquiry have not been received from the Collector of Bellary.

For JOINT SECRETARY.

To
The Secretary to the Government, Development Department, Madras.
(with the application, chalans for Rs.500/- and 200/-).

--

Copy of the Collector of Bellary's letter No.Ref.C.5163/50-A1 dated 15-5-'50.

--

Sub: Mining - M.L. - Iron ore (Bellary) Hospet taluk - Kariganur village S.Nos.188 B. 189, 190 and 191 Extent 40.38 acres Lease for 20 years. Application of Sri Vadde Nagappa.

Ref: Board's Ref.No.L.1992/50-2, dated 20-4-1950.

--

Special conditions appear to be necessary in respect of all the items mentioned except item No.VII, in sub rule (2) of rule 41 of the mineral concession rules, 1949, for the proper working of the mines in the event of lease being granted to Sri Vadde Nagappa of Bellary.

A speed draft of the conditions to be imposed on the lessee is enclosed.

/True Copy/

--

Draft of conditions under sub rule (2) of Rule 41 of the Mineral Concession Rules, 1949.

--

that (1) The lessee shall pay half yearly dead rent and royalty due to Government.
(2) The lessee shall pay an amount equal to the annual dead rent or royalty, as compensation for damage to the land covered by the lease.
(3) The lessee should not fell trees, if any, without the previc permission of the Collector, and if it is found that he has felled any trees without such permission he shall pay the value of the trees together with a compounding fee subject to maximum of 10 times the value of the trees:
(4) the lessee shall not operate on the surface of any area prohibited by any authority such as laying out roads, erecting

p.t.o.

buildings, machinery etc. without the previous permission of such authority or the Provincial Government.
(5) the lessee shall not use-land for surface occupation without giving proper notice to the Collector.
(6) the lessee shall provide full equipment of weighing machines of modern type or prescribed by the Collector, for weighing the minerals collected by him.
(7) the lessee shall not cause any damage to the forests and if he cases any damage the lessee shall be liable to make good the loss as assessed by the officer of the Forest Department and also be liable for prosecution..
(8) the lessee shall make such precautions as are necessary to secure pits and shafts by putting up wire fencing or such other protection to the satisfaction of the Collector to prevent accidents.
(9) On the occurrence of any accident, the lessee shall report such accident immediately to the Police, The Factory Inspector and the Labour Commissioner.
(10) the lessee shall execute an indeminity bond to Government agreeing to pay claims of third persons.
(11)The lessee shall deliver the possession of lands and mines on the expiration or the termination of the lease to Government and the Govenment shall have the right of forfeiting the property left over after such termination or determination of the lease, and
(12) In the event of war or other emergency Government shall have power to take possession of plant, machinery, premises and mines.

/True Copy/

For JOINT SECRETARY.

DL::27-6.

27-6

To, A.S. Dev. Dept.

The Bd's letter on p 15 alone and its enclosure may be perused. The Special Conditions suggested in this Case correspond to those suggested by the Bd. in connection with the application of Sri K. Narayanaiah for a mining lease. Those special Conditions have been examined and sent to Legal for Scrutiny. Orders in this case may be taken on return of the above file from Legal after Scrutiny of the Special Conditions.

When do you expect to get the file back from Legal?

10/5 11/7

20/7

1/7/50

The file has been sent to Legal on 4-7-50 and that Dept will be reminded on 20/7/50. This may be seen on 20/7/50 or till the file is received back, whichever is earlier.

17/7/50.

OUR REF:-

OUR REF:-

BELLARY

Dated 20-7-1950.

To

The Secretary

Develop^t department,

MADRAS.

THIRD ASST. SECRETARY TO GOVERNMENT
24 JUL 1950
DEVELOPMENT DEPARTMENT

FIRST ASST. SECRETARY TO GOVERNMENT
24 JUL 1950
DEVELOPMENT DEPARTMENT

Sir,

Ref:- Granting of lease for collecting iron ores.

I have submitted my application for mining lease on 21-7-1950, in the prescribed form duely filled in all respects as per new rules. Ibeg to state that I have not yet favoured with a favourable orders . Now I have made arrangements with one Bombay firm agreeing to supply about 80000 to 100000 tons of iron ores in a year. I hope that the firm has already arranged for shipment. Also I have put my application to M & S.M.Rly., authorities for waggons and concession rates. All these arrangements would be ready in a short peri@ of one to two weeks then I may not be in a position to fulfill my contract with the Bombay firm without a lease.

I therefore request your honour to grant me a lease at an eatly date.

Thanking you.

Yours faithfully,

V-N agappa

21/7/50

From

V. Nagappa,

Mining Owner & Contractor,

Vaddarabanda, Bellary.

Bellary,
28th August 1950.

From

Sri. V. Nagappa
Mine Owner
No.201 Donnappa Road, Brucepet,
Bellary.

J 287945/50
Dev 30/8/50

To

The Secretary
Development Department
Fort St. George
M a d r a s.

Sir,

Ref: Mining Lease - Iron Ore- Kariganur village and Kalahalli village - Requested:

I have the honour to bring the following to your kind consideration and favourable orders.

I the undersigned beg to state that I have applied for a mining lease at Kariganur and Kalahalli villages for 20 years on 13-2-1950 and 21-2-1950 as per the new rules. Both my applications have been duly acknowledged by you on 1-3-1950 and 11-3-50

I have been possessing the prospective license for mining Iron Ore etc. While I possessed the same I have improved my business establishing huge staff and investing heavy capitals. As per the new rules I have to apply for mining lease and have done so in due time. The old rules permits to sell and improve the said trade with the prospecting license.

A copy of your approval certificate to prospect mining for the year 1950 and also sanctioning me for the renewal of the said license has been communicated to me by the Collector of Bellary as per your Memorandum No.L.Dis.L.2111/50 dated 11-3-50. But as per the new rules I cannot work at my mines on the holding of a prospective license.

A large quantity of stock of Iron Ore is already been collected during the time of possessing a prospective license and is ready for export. I also beg to state that I got into agreement with some of the export firms at Bombay for the export of Iron Ore from the said places promising them to supply th required quantities.

Now the are pressing me for the speedy export of the Iron Ore. Without the mining lease I could not do the business and I have to incur a great loss as I have retianed the complete previous staif and my negotiations with many export firms of Bombay. Not only I incur a huge loss but also the customers who got in agreement will be put to incur the same difficulty.

I request your honour to grant me the mining lease at an early date to enable me to proceed with the work and to avoid the huge loss for which act of kindness I shall feel highly thankful and much obliged.

P.T.O.

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I also request your honour to grant me a temporary license to continue my work to meet the demands and to keep up my promise to the export traders at Bombay till the time I get a mining lease.

Thanking you in anticipation,

Yours f aithfully,

V-N agappa

(V. NAGAPPA) 28/8/50

25

Pb issue with enclosures 64/56/10. 5-10-50

Development (J) Department.

Mines - Mining lease - Iron ore-(Bellary) - Hospet taluk - Kariganur village - S.No. 188B to 191 - 40.38 acres - grant of - Vadde Nagappa Sri - Sanctioned.

Read:

From the Board of Revenue Ref: No. J.1992/50-6 dated 27.6.1950

Kp.19-20 c.f

G.O. MS. NO. 4044 DATED 5-10-50

The Government sanction the grant to Sri. Vadde Nagappa of Bellary of a mining lease for iron ore for a period of 20 years over an extent of 40.38 acres in S.No. 188-B, 189, 190 and 191, Kariganur village, Hospet taluk, Bellary District subject to the conditions mentioned in sub-rule (1) of rule 41 of the Mineral Concession Rules, 1949, and also to the following conditions:

Cr.Rg.p.2n.f.

(i) the lessee shall pay rents and royalties in ~~the~~ or Government Treasury, _____ before the 10th January of every year;

(ii) ~~The~~ the lessee shall pay before the expiry of the lease, or its sooner determination by either party, an amount equal to the annual dead rent or such higher amount as may be fixed by the Collector of the District in his discretion, as compensation for damage to the land covered by the ~~xxxxxx~~ lease.

(iii) the lessee shall not fell trees if any without the previous permission of the Collector and if it is found that he has felled any trees without such permission he shall pay the .....

pay the value of the trees together with a compounding fee subject to a maximum of 10 times the value of the said trees.

(iii) the lessee shall not operate on the surface of any area prohibited by any authority by laying out roads, erecting buildings, machinery, etc. without the previous permission of such authority or the State Government.

(iv) the lessee shall not use land for surface occupation without prior notice to the Collector

(v) the lessee shall provide and shall keep at all times at or near the pit head full equipment of weighing machines of modern type to the satisfaction of the collector for weighing the minerals collected by him.

(vi) lessee will exercise the liberties and powers hereby granted in such a manner as to offer no un-necessary or reasonably avoidable obstruction or interruption to the development and working of any minerals not included in this lease and will at all times afford to the Governor and to the holder of prospecting licences or mining leases in respect of any such minerals or any minerals within any lands adjacent to the said lands reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting working developing and carrying away the same;

(vii) the lessee shall take such precautions as are necessary to secure pits and shafts by putting up wire fencing or such other protection to the satisfaction of the Collector to prevent accidents.

p.t.o.

((viii) ~~(ix)~~) that on the occurence of any accident, the lessee shall report, such accident immediately to the nearest police station, the nearest ~~xxx~~ Factory Inspector and the Labour Commissioner;

((ix) ~~(x)~~) the lessee shall execute an indemnity bond to Government against the claims of third parties

((x) ~~(xi)~~) the lessee will at the expiration or sooner determination of the said term deliver up to the Governor all mines, pits shafts, including drifts, levels, waterways, airways and other work (now existing) hereafter to be sunk or made under the said lands (except such as may have been abandoned with the sanction of the Governor or in any ordinary and fair course of working) and all (engines, machinery, plant, buildings, structures and other works and conveniences which ~~xxxx~~ at the commencement of the said term were upon or under the said lands and all) engines, machinery, plant and fixtures set up by the lessee below ground level which cannot be removed without causing injury to any mines or works under the said lands (except such of the same as may with the sanction of the Governor have become disused ~~xxxxxxxx~~) and all buildings and structures of brick or stone erected by the lessee above ground level in good repair order and condition and fit in all respects for further working of the said minerals;

((xi) ~~(xii)~~) ~~xxx~~ if after the determination of the lease there shall remain in or upon the said lands any engines machinery, plant buildings structures tramways, railways and other works erections and conveniences or minerals or mineral ores or other property which the lessee is entitled to remove from the said lands the same/ ~~xxxx~~ shall, if not removed by the lessee within one ~~xxxx~~ calendar month after notice in writing requiring their removal is given to the lessee by the Collector be deemed to become the property of the

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Government of Madras and may be sold and disposed of for the benefit of the Government of Madras in such manner as they shall deem fit without liability to pay any compensation or to account to the ~~lessee~~ lessee in respect thereof,

(xii) ~~(xiii)~~ In the event of the existence of a ~~state~~ state of war or of grave national emergency (of which the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be the conclusive proof) the ~~Government~~ Government after notice in writing to the lessee under the hand of any Secretary to Government of his intention so to do may forthwith take possession or assume control of the works, plant and machinery and premises of the lessee at or in connection with the said mines and may procure at prices fixed by the Governor all the minerals (and all products thereof) extracted from or lying upon the said mines during such possession or control and the lessee shall conform and obey all directions given by or on behalf of the Governo regarding the use or employment of such works, plants, premises provided that a fair compensation which shall be determined by the Governor and shall be paid to the lessee for all loss or damage sustained by reasons or in consequence of the ~~exercise~~ exercise of the powers conferred by this clause; provided also that the exercise of such powers shall not determine the ~~said~~ said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.

(xiii) ~~(xiv)~~ (a) the ~~licensee~~ lessee shall not enter upon or commence prospecting or mining operations in any reserve forest situate upon the said lands without ~~thirty~~ thirty days previous notice in writing to the District Forest Officer nor without .....

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nor without obtaining the written sanction of officer nor otherwise than in accordance with such condition as that officer may in his absolute discretion prescribe

(b) the area without the reserved forest limits must be demarcated by a declared fire line of ~~x~~ 40 ft. wide which will be cut and kept cleared by the Forest Department at the expense of the ~~xxxxxxx~~ lessee

(c) the ~~xxxxxxx~~ lessee must ~~xxx~~ at all times permit the Forest Department to enter upon the land for the purpose of maintaining or repairing existing boundary lines within the area and must pay the cost of such maintenance or repair as determined by the District Forest Officer;

(d) the ~~xxxxxxx~~ lessee must take suitable precautions to prevent fires from spreading into the adjoining reserve forest from the land and if such fires accidentally occur he must render all possible assistance in putting them out;

(e) the ~~xxxxxxx~~ lessee shall not cut any trees or growth on the area granted in excess of 20 per cent of the number of trees on the whole area under the ~~xxxxxx~~ lease without the previous permission of the D.F.O. or the Collector as the case may be, and the value of such trees etc. shall be paid for ~~xxx~~ by the ~~xxxxxxx~~ lessee at rates to be fixed by the District Forest Officer or the Collector as the case may be; he must not deface or interfere with any boundary stone or marks; if any boundary mark is accidentally damaged, he must bring ~~xx~~ the matter immediately to the notice ~~of the British~~ the Range Officer.

XVIII (xxv) The lessee should keep the stocks of beryl or any other "prescribed substance" under section 3 of the Atomic Energy Act, No.XXIX of 1948, if they occur in the property covered by the lease with a view to making them available to the Government of India.

2. The rates of ~~xxx~~ royalty, dead rent and surface .....

surface rent shall be as follows:

ROYALTY: ~~5 per cent of the sale value at the pit's mouth~~ (a) used for extraction of iron-as8/- per ton (b) used for other purposes Re 1/- per ton

DEAD RENT: Rs. ~~10/-~~ 5 (Rupees ~~ten~~ five only) per acre per annum. for extraction of iron

SURFACE RENT: At such rate as the land revenue and cesses assessable on the land are paid.

3. The applicant should pay a deposit of Rs. ~~500/-~~ 1000/- (Rupees thousand only) as prescribed in rule 36 of the Mineral Concession Rules, 1949, before the lease is actually executed.

4. The form of the lease deed is being drafted separately and the terms and conditions stated in the above paragraphs are subject to such further modifications, additions and alterations as may be included in the lease deed when finalised.

5. Pending the execution of the lease deed in the proper form, the Government have no objection to the lessee starting mining operations after giving an undertaking

(1) to abide by the above conditions and also the conditions governing the lease which will be hereafter prescribed by the Government and

(2) to give possession of the land to Government if so required by them at any time before the execution of the lease deed without liability to pay any compensation to him for any expenditure ~~incurred~~ incurred by him and

(3) after paying an additional security deposit of Rs. ~~500~~ 1000/- for the due fulfilment of those conditions.

6. The Collector of Bellary is requested to take .....

take necessary further action.

B&A
J 10/50 Ka 3.10.50.

To the Board of Revenue.
To the Collector of Bellary
To Vadde Nagappa, Mine Owner and Contractor, Vaddedanda, Bellary
Spare copies 3.

C.B. entry ~~xxx~~ against 2-5-12-5-0 for executing the lease deed and the indemnity bond.

Entered 2/10 Dy 26 9/7

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Abstract

MINES - Mining lease - Iron ore (Bellary)- Hospet taluk - Kariganur village - S,No.188B to 191 - 40.38 acres - grant to Vadde Nagappa Sri - Sanctioned.

- -

Development Department.

G.O.Ms.No. 4044 Dated the 5th October,1950
Read the following:--

From the Board of Revenue Ref.No. L.1992/50-6 dated 27-6-1950.

ORDER:

The Government sanction the grant to Sri Vadde Nagappa of Bellary of a mining lease for iron ore for a period of 20 years over an extent of 40.38 acres in S.Nos. 188-B, 189, 190 and 191, Kariganur village, Hospet taluk, Bellary District subject to the conditions mentioned in sub-rule (1) of rule 41 of the Mineral Concession Rules,1949, and also to the following conditions:

(1) the lessee shall pay rents and royalties in a Government Treasury before the 10th January of every year;

(ii) the lessee shall pay before the expiry of the lease, or its sooner determination by either party, an amount equal to the annual dead rent or such higher amount as may be fixed by the Collector of the District in his discretion, as compensation for damage to the land covered by the lease;

(iii) the lessee shall not operate on the surface of any area prohibited by any authority by laying out roads, erecting buildings, machinery, etc. without the previous permission of such authority or the State Government;

(iv) the lessee shall not use land for surface occupation without giving proper notice to the Collector;

(v) the lessee shall provide and shall keep at all times at or near the pit head full equipment of weighing machines of modern type to the satisifaction of the collector for weighing the minerals collected by him;

(vi) the lessee will exercise the liberties and powers hereby granted in such a manner as to offer no un-necessary or reasonably avoidable obstruction or interruption to the development and working of any minerals not included in this lease and will at all times afford to the Governor and to the holder of prospecting licences or mining leases in respect of any such minerals or any minerals within any lands adjacent to the said lands reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting, working development and carrying away the same;

(vii) the lessee shall take such precautions as are necessary to secure pits and shafts by putting up wire fencing or such other protection to the satisfaction of the Collector to prevent accidents;

(viii) that on the occurance of any accident, the lessee shall report, such accident immediately to the nearest police station, the nearest Factory Inspector and the Labour Commissioner;

(ix) the lessee shall execute an indemnity bond to Government against the claims of third parties;

(x) the lessee will at the expiration or sooner determination of the said term deliver up to the Governor all mines, pits shafts, including drifts, levels, waterways, airways and other work (now existing) hereafter to be sunk or made under the said lands (except such as may have been abandoned with the sanction of the Governor or in any ordinary and fair course of working) and all (engines, machinery plant, buildings, structures and other works and conveniences which at the commencement of the said term were upon or under the said lands and all) engines, machinery, plant and fixtures set up by the lessee below ground level which cannot be removed without causing injury to any mines or works under the said lands (except such of the same as may with the sanction of the Governor have become disused) and all buildings and structures of brick or stone erected by the lessee above ground level in good repair order and condition and fit in all respects for further working of the said minerals;

(xi) if after the determination of the lease there shall remain in or upon the said lands any engines machinery, plant buildings structures tramways, railways and other works erections and conveniences or minerals or mineral ores or other property which the lessee is entitled to remove from the said lands the same shall, if not removed by the lessee within one calendar month after notice in writing requiring their removal is given to the lessee by the Collector be deemed to become the property of the Government of Madras and may be sold and disposed of for the benefit of the Government of Madras in such manner as they shall deem fit without liability to pay any compensation or to account to the lessee in respect thereof;

(xii) in the event of the existence of a state of war or of grave national emergency (of which the President of India shall be the sole judge and a notification to this effect in Gazette of India shall be the conclusive proof) the Governor after notice in writing to the lessee under the hand of any Secretary to Government of his intention so to do may forthwith take possession or assume control of the works, plant and machinery and premises of the lessee at or in connection with the said mines and may preempt at prices fixed by the Governor all the minerals (and all products thereof) extracted from or lying upon the said mines during such possession or control and the lessee shall conform and obey all directions given by or on behalf of the Governor regarding the use or employment of such works, plants, premises provided that a fair compensation which shall be determined by the Governor and shall be paid to the lessee for all loss or damage sustained by reasons or in consequence of the exercise of the powers conferred by this clause; provided also that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.

(xiii) (a) the lessee shall not enter upon or commence prospecting or mining operations in any reserve forest situated upon the said lands without thirty days previous

[illegible] to the District Forest Officer nor without obtaining the written sanction of that officer nor otherwise than in accordance with such condition as that officer may in his absolute discretion prescribe;

(b) the area without the reserved forest limits must be demarcated by a declared fire line of 40 ft. wide which will be cut and kept cleared by the Forest Department at the expense of the lessee;

(c) the lessee must at all times permit the Forest Department to enter upon the land for the purpose of maintaining or repairing existing boundary lines within the area and must pay the cost of such maintenance or repair as determined by the District Forest Officer;

(d) the lessee must take suitable precautions to prevent fires from spreading into the adjoining reserve forest from the land and if such fires accidentally occur he must render all possible assistance in putting them out;

(e) the lessee shall not cut any trees or growth on the area granted in excess of 20 per cent of the number of trees on the whole area under the lease without the previous permission of the District Forest Officer or the Collector as the case may be, and the value of such trees etc. shall be paid for by the lessee at rates to be fixed by the District Forest Officer or the Collector as the case may be; he must not deface or interfere with any boundary stone or makks; if any boundary mark is accidentally damaged, he must bring the matter immediately to the notice of the Range Officer;

(xiv) The lessee should keep the stocks or beryl or any other "prescribed substance" under section 3 of the Atomic Energy Act, No. XXIX of 1948, if they occur in the property covered by the lease with a view to making them available to the Government of India.

2. The rates of royalty, dead rent and surface rent shall be as follows:

ROYALTY: (a) used for extraction of iron - As.8 per ton.
(b) Used for other purposes Re.1/- per ton.

DEAD RENT: Rs. 5/- (Rupees five only) per acre per annum for extraction of iron.

SURFACE RENT: At such rate as the land revenue and cesses assessable on the land are paid.

3. The applicant should pay a deposit of Rs. 1,000/- (Rupees one thousand only) as prescribed in rule 36 of the Mineral Concession Rules, 1949, before the lease is actually executed.

4. The form of the lease deed is being drafted separately and the terms and conditions stated in the above paragraphs are subject to such further modifications, additions and alterations as may be included in the lease deed when finalised.

5. Pending the execution of the lease deed in the proper form, the Government have no objection to the lessee starting mining operations after giving an undertaking:

(1) to abide by the above conditions and also the conditions governing the lease which will be hereafter

prescribed by the Government and

(2) to give possession of the land to Government if so required by them at any time before the execution of the lease deed without liability to pay any compensation to him for any expenditure incurred by him and

(3) after paying an additional security deposit of Rs. 1000/- for the due fulfilment of these conditions.

6. The Collector of Bellary is requested to take necessary further action.

(BY ORDER OF HIS EXCELLENCY THE GOVERNOR)

P.S.Viswanatha Ayyar,
Secretary to Government.

To the Board of Revenue.
To the Collector of Bellary.
To Vadde Nagappa, Mine Owner and Contractor,
Vadderbanda, Bellary.

Forwarded/By Order.

S.C I

PW/6.10.

Superintendent.

DEVELOPMENT DEPARTMENT (J)

SUB:- Mining - Mining Lease- Iron ore (Bellary)-Hospet Tk-Kariganur village- Application of Sri Vadde Nagappa.

p13Cf. REF:- From the Bd. of Rev., No.L.1992/50-5, dated 16-6-50.

Sri Vaddde Nagappa, has submitted an application for the grant of a mining lease for iron ore for a period of 20 years over an extent of 40-38 acres in S.No.188, B, 189, 190, and 191 of Kariganur village, Hospet Taluk, Bellary Dt. The applicant holds a valid certificate of approval for the year 1950, has paid the application fee of Rs.200/- and has deposited Rs.500/- towards preliminary expenses with ref. to rule 29 of the M.C. Rules. The Collector and the Bd. of Re have recommended the grant of the lease.

M.187 Rev no/3/50

M 5-9 cf

not put up.

M p. 15 cf.

x p13C.f

2. The Govt. of India have directed that in all mining leases to be granted, a condition relating to the preservation of Beryl as at M on p. 3 of (A) should be imposed. It may be imposed in this case also, if the lease is granted.

by

3. Every mining lease shall include the conditions given in rule 41-(1) of the M.C. Rules and these conditions may be included in the present case also.

x not put up.

4. A mining lease shall contain such other conditions as the ~~Provincial~~ State Govt. may consider necessary in regard to the ~~matters~~ referred to rule 41(2). With ref. to this sub-rule, the Bd. has suggested the conditions as at p.16 c.f. The provision in these conditions are the same as those in flag (A). except ~~item 2~~ condition 7 on p.16 c.f. The conditions at (A) have been scrutinised and accepted by the Legal Dept; and therefore ~~the conditions at (A)~~ they may be adopted in this case also. as they will ensure uniformity.

by

With ref. to condition 7 on p.16 c.f. it is submitted that the drafting of this condition is ~~under~~ under consideration. separately. A report is awaited from ~~the final~~ the Bd. The final draft condition as approved in that file may be included in this case also.

File not put up.

by

5. Rents and Royalties shall be collected as follows:-

Schedule I of the rules.

Iron ore:- (a) used for extraction of iron-As 8 per ton

(b) used for other purposes-- Rs1/-per ton

(1387 11/29/7 Item 2 p11 g/15 Sch. II)

Dead rent: - The lessee shall pay such dead rent on iron ore for extraction of iron from ~~between~~ Re.~~1~~ to Rs.~~5~~/- per acre as the Provl. Govt. may fix. It has since been decided to fix the maximum dead rent in all cases. Accordingly the dead rent may be fixed at Rs.~~5~~/- per acre in this case. Rs

Surface rent:- This may be fixed at such rate as the land revenue and cesses assessable on the land are paid. Rs

6. The applicant has to pay a security deposit of Rs.1,000 in case of ~~xxxxx~~ metalliferous minerals under rule 36 before the lease is issued This may be specified in the order sanctioning the grant of the lease. Rs

3. In Memo. 225 Dev., dated 6-10-49 the Govt. gave their prior approval under the Old Mining Rules for the grant of P.L. to the applicant for a period of 1 year ~~in~~ over the same area. The lease was actually executed on 8-12-49 and it was subsequently cancelled and the licensee was asked to apply for a fresh license under the new rules. He has now applied for a mining lease over the area instead of a P.L. Under rule 40(1) of the M.C.* Rules the period for which a mining lease may be granted shall be 30 years in the case of iron ore, unless the applicant himself asks for a shorter period. The lease shall be renewable at the option of the lessee for one or two periods, each not exceeding the duration of the original lease. In the present case the applicant has asked for the lease for a period of 20 years only.

p3 cf (B). p15 cf

Every one is a holder of a Prospecting License, he is eligible for a mining lease under Memo Rule 20. Rs

*misprinted under

2 p3 cf.

It is ~~now~~ for orders whether the recommendation of the Bd. of Rev.,* will be accepted and Sri Vadde Nagappa granted a mining lease for a period of 20 years over an extent of 40.38 acres in S.No.188, B, 180, 190 & 191 of Hariganur Village, Hospet Taluk, Bellary, subject to the conditions mentioned on pp 1-2 ante.

*p13 cf

For orders Rs may be granted 28.7.50

Re BP 26/7/50 26/7/50

Rs 28/7/50

L Bijapurkar (Secd) 28-7-50

HR (Dev) 30/7

~~Govt. Dept.~~

34/6/9

To A.S.

The orders in circulation at p.2 ante may be perused. The Bd's report referred to at 'A' on p.1 ante has just been received and is dealt with in the top file. It is proposed to send that file to Legal for scrutiny of the draft condition suggested by the Collector. This may therefore lie over till a decision is reached (in the top file) on the draft condition referred to at 'A' on p.1 ante.

2. Attention is invited to the applicant's letter at pp 23-24 c.f. For the reasons stated therein the applicant has asked for temporary permission to commence mining operations pending the issue of the lease deed. The Legal Dept. has stated (in a similar case) that the grant of temporary permission after taking some security is not objectionable in clear cases. Such temporary permission has been (previously) given in similar cases ~~previously~~ subject to the following conditions.

(1) that the applicant should give an undertaking to abide by the conditions mentioned at pp ~~2 & 3~~ 1 & 2 ante and also the conditions governing the lease which will be hereafter prescribed by the Govt.

(2) that he will give possession of the land to government if so required by them at any time before the execution of the lease deed without liability to pay any compensation to him for any expenditure incurred by him; and

(3) to pay a security deposit of Rs.500/- before the temporary permission is given for the due fulfilment of the undertaking given by him.

In the present case it has already been ordered that the lease may be granted. If will take some time to settle the terms of the lease deed. It does not seem necessary to delay the working of the mines till execution of the lease deed. In the circumstances it is for orders whether the temporary permission asked for may be given subject to the above conditions when issuing the order granting the lease.

7-8-50 6/9/Adl

J-A-H-S

The orders at p. 3 ante may be perused. In the file referred to at 'A' on p. 3 ante, a condition as at item (xiii) at pgs. 4-5 of the draft order put up has been proposed to be included viz the lease the item may be included in the present case also. Subject to orders a draft order is submitted for approval.

Regd
3/10/50 Kkm/3.X.50

Rs
dt 5.10.50

5/10/50

Necessary entries have been made in the register of mining leases. The draft may issue.

Regd
5/10/50 Kkm/5.X.50

Rs
5/10/50

[Issued as G.O. MS No. 4044, d. 5.10.50]

5

DEVELOPMENT DEPARTMENT (J)

EXTRACT FROM THE CALL BOOK.

1. Serial No. ~~10-10-50~~. 264.

2. Date of entry in the Register. 10.10.50

3. Subject. Mines - Mining lease - Iron ore - (Bellary) - Vadde Nagappa. Granted - execution of decd.

DW 688 J/50
DW — 3.151

4. Old current No. C No. 17387 J/50.

5. Number and date of Govt. order/etc. authoring the entry. G.O.Ms 4044 / 5 x 50 - dt 25-31 CF

6. Date when further action is to be taken. 25.12.50

21.51

As

688

Dow J.

Please see the CB extract on plan. The CB. entry was made in order to watch the execution of the lease deed. Model form of the lease deed to be executed has not yet been finalised and is under scrutiny & it is likely to take some more time this may be worked and added to Co MS 4044 Dow & 5'x 8'0 with a CB entry against 5-4-51

Cro 114374 J/ks
(Bejabhs & Co.)

(A)

Entered vide item 524

6.1.51 6.1.51.

6.1.51

DEVELOPMENT DEPARTMENT. 9

EXTRACT FROM THE CALL BOOK

Serial No. 324

Date of entry in the Register. 8.1.57 Dw 39712/57 8/ 9/4

Subject. Mines & Q Iron Ore (Bellary) Dist Reg[illegible] Granted Extension of Lease

Old current No. Mm 3882/57

No.& date of Govt. order authorising the entry. Ppt 4044 5-X-56 (A)

Date when further action is to be taken. 5-4-57

Ppt 9-4-57

39742

Dew J.

B

Bs. Page 1 above may be perused. The C.B. entry was made in order to watch the execution of the lease deed. The draft form of the lease deed to be adopted has not yet been finalised and is under scrutiny by Legal. As it is likely to take some more time before it is finalised this may be lodged and added to Case No. 4044 Dew of 57 with a C.B. entry against 2.7.57

Cro 114374 J/49

Copied (A)

✓ Enter as item 376

12/4/57 12.4.57

13/4/57

EXTRACT FROM THE CALL BOOK

1. Serial Number. 376

2. Date of entry in the Register. 13-4-57

3. Subject. Revis. M.L. from de (Bellary) V. Nagappa - Grant of. Execution of deed

4. Old current No. C.No. 39742 I/57

5. Number and date authorizing the entry. G.O.Ms 4044 dt 5x57 (I)

6. Date when further action is to be taken. 2.7.57

72689 I/57

2/7

2/7/57

AS

72869/ Dev I

Submitted for perusal of plan above
The CB entry was made in order to
watch the execution of the lease deed.
The draft form of the lease deed (No 1143243/49
to be executed has since been (not finalised)
finalised and is under print
As it is likely to take some
more time before printed copies
will become available this may
be lodged & added to GOMs 4044 Copy at (I)
Dev. of 5 x 50 with a CB entry
against 4.10.51.

9.7.51 Rs 9.7.51

Rs 9.7.51

Undated
as item
4[illegible]

(A) Mining Leases - Rule 41 (2)

Conditions accepted by Legal Department

(i) The lessee shall pay rents and royalties in the Government Treasury, [redacted] before the 10th January of every year.

(ii) "The lessee shall pay before the expiry of the lease, or its sooner determination by either party, an amount equal to the annual dead rent or such higher amount as may be fixed by the Collector of the District in his discretion, as compensation for damage to the land covered by the lease

(iii) the lessee shall not fell trees if any without the previous permission of the Collector and if it is found that he has felled any trees without such permission he shall pay the value of the trees together with a compounding fee subject to a maximum of 10 times the value of the said trees.

(iv) the lessee shall not operate on the surface of any area prohibited by any authority by laying out roads, erecting building machinery, etc. without the previous permission of such authority or the State Government.

(v) the lessee shall not use land for surface occupation without giving proper notice to the Collector.

(vi) the lessee shall provide and shall keep at all times at or near the pit head full equipment of weighing machines of modern type to the satisfaction of the Collector for weighing the minerals collected by him.

(vii) "The lessee will exercise the liberties and powers hereby granted in such a manner as to offer no un-necessary or reasonably avoidable obstruction or interruption to the development and working of any minerals not included in this lease and will at all times afford to the Governor and to the holders of prospecting licences or mining leases in respect of any such minerals or any minerals within any lands adjacent to the said lands reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting, working developing and

and carrying away the same".

VIII relate to lic. in the case of forests drafts under consideration separately.

IX (viii) the lessee shall take such precautions as are necessary to secure pits and shafts by putting up wire fencing or such other protection to the satisfaction of the Collector to prevent accidents.

X (ix) that on the occurrence of any accident the lessee shall report such accident immediately to the nearest police station, nearest the Factory Inspector and the Labour Commissioner.

XI (x) the lessee shall execute an indemnity bond to Government against the claims of third parties

XII (xi) the lessee will at the expiration or sooner determination of the said term deliver unto the Governor all mines, pits shafts, including drifts, levels, waterways, airways and other work (now existing) here after to be sunk or made under the said lands (except such as may have been abandoned with the sanction of the Governor or in any ordinary and fair course of working) and all (engines, machinery, plant, buildings, structures and other works and conveniences which at the Commencement of the said term were upon or under the said lands and all) engines machinery, plant and fixtures set up by the lessee below ground level which cannot be removed without causing injury to any mines or works under the said lands (except such of the same as may with the sanction of the Governor have become diversed) and all buildings and structures of brick or stone erected by the lessee above ground level in good repair, order and condition and fit in all respects for further working of the said minerals.

XIII (xii) "If after the determination of the lease there shall remain in or upon the said lands any engines machinery, plant, buildings, structures, tramways, railways and other works erections and conveniences or minerals or mineral ores or other property which the lessee is entitled to remove from the said lands the same shall, if not removed by the lessee within one calendar month after notice in writing requiring their removal

is given to the lessee by the Collector be deemed to become the property of the Govt. of Madras and may be sold and disposed of for the benefit of the Government of Madras in such manner as they shall deem fit without liability to pay any compensation or to account to the lessee in respect thereof"

XIV (xiii). In the event of the existence of a state of war of grave national emergency (of which the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be the conclusive proof) the Government after notice in writing to the lessee under the hand of any Secretary to Government of his intention so to do may forthwith take possession or assume control of the works, plant and machinery premises of the lessee at or in connection with the said mines and may prexempt at prices fixed by the Governor all the minerals (and all products thereof) extracted from or lying upon the said mines during such possession, control and the lessee shall conform and obey all directions given by or on behalf of the Governor regarding the use of employment of such works, plants, premises provided that a fair compensation which shall be determined by the Governor and shall be paid to the lessee for all loss or damage sustained by reasons or in consequence of the exercise of the powers conferred by this clause; provided also that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provision of this clause.

M The licensee should keep the stocks of beryl or any other prescribed substance under section 3 of the Atomic Energy Act, No.XXIX of 1948, if they occur in the property covered by the licence with a view to making them available to the Government of India.